## Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

#### L. 1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses <a href="www.arnet.gov">www.arnet.gov</a> or <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>.

PROVISION TITLE DATE

- 52.204-6 DATA UNIVERSAL NUMBERING SYSTEMS (DUNS) NUMBER (OCT 2003)
- 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (IAW FAR 15.209(a) (JAN 2004)

#### L.2 Deleted.

#### L.3 REQUIRED CENTRAL CONTRACTOR REGISTRATION (JAN 2002)

Not applicable to the Government MEO.

- (a) Definitions. As used in this clause--
- (1) "Central Contractor Registration (CCR) database" means the primary Department of Defense (DOD) repository for Contractor information required for the conduct of business with DoD.
- (2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 numbers, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the SP acknowledges the requirement that it must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The SP shall provide its DUNS or, if applicable, it's DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the SP is registered in the CCR database.
- (3) Lack of registration in the CCR database will make a SP ineligible for award of a Treasury contract.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, SPs that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of Treasury Department (excluding the Comptroller of the Currency) award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must notify the Contracting Officer of any of its changes mandatory business data in CCR within three business days of the change. (See CCR Handbook at <a href="www.ccr.gov">www.ccr.gov</a> for the current mandatory registration data field, or contact the CCR Assistance Center at 888-227-2423 or 616-961-5757.

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- (e) SPs and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> from the Defense Electronic Business Program Office (Defense e-Business) at <a href="mailto:contract.ccr@us.pwcglobal.com">contract.ccr@us.pwcglobal.com</a>, from the CCR Assistance Center at 888-227-2423 or 616-961-5757, from the Defense Logistic Information Service.
- (f) Contractors such as consultants and sole proprietorships that are small firms that would otherwise have no use for a Dunn & Bradstreet (D&B) number may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll free at 866-705-5711 or 610-882-7000, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration.

(End of Clause)

#### L.4 PROPOSAL SUBMISSION REQUIREMENTS

- (a) GENERAL The SP's proposal shall consist of an executive summary, technical proposal with compliance matrix per section L.18, technical approach, management plan, present and past performance, cost/price proposal, SF 33 and Representations and Certifications, identify areas of proposal risk in response to Part IV, paragraph M.5, explain approach to minimize/manage/mitigate the impact of these risks on the success of the effort. The SP shall submit to the Contracting Officer its proposal in the volumes, number of copies, and number of pages stated in paragraph (b) below. The SP shall provide the digital copies on 3 1/2" diskette or CD-ROM disk in Microsoft Products or Adobe Acrobat file format.
- (1) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.
- (2) Proposals must be legible, double spaced, typewritten, in a font size no smaller than what is equivalent to Microsoft Word Aerial Font 10, with at least a one-inch margin on all sides of the printed page on paper not larger than eight and a half by eleven inches and not to exceed the page limits established herein. Pages in excess of the individual limitations shall not be evaluated and will be returned to the SP. Each fold-out chart, diagram, and matrix that is larger than 8 1/2" X 11" shall be provided in fold out format so that the Government can read and evaluate them without the removal from the proposal binder. A fold-out with two pages will be counted as two 8 1/2" x 11" pages. Double-sided pages with

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print on both sides shall be counted as two pages. All pages must be numbered. In order to reduce redundancy in the proposal, the SP may reference another section in the proposal rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained. Where use of sub-SP is proposed, the proposal shall clearly distinguish between the prime SP's and the sub-SP's work and responsibilities.

- (3) The SP's proposal shall be in a sealed package and be clearly marked with the solicitation number. The proposal may have a cover letter (maximum 2 pages). Each volume and section shall have a table of contents. Tables of contents and blank section dividers shall not be included in the page limitations cited for each section.
- (4) If the SP submits proposal revisions, during or after discussions, any change pages that are submitted shall be a different color font than the original proposed pages, and have changed information clearly marked by a vertical line in the right margin of the page.
- (b) The SP shall submit the following volumes of material:

(Any excess pages will not be evaluated and will be returned to the SP without examination by registered mail.)

#### PRIVATE SECTOR PROPOSALS

Volume Number	Volume Title	Number of Copies	Digital Copies	Maximum # of Pages	Proposal Due Date
I	Executive Summary	1 Original + 7 copies	1	10	15 November 2004, 3:00 P.M. EST
II	Section A - Technical Proposal with Compliance Matrix	1 Original + 7 copies	1	200	15 November 2004, 3:00 P.M. EST.
	Technical Approach  1. Overall Understanding and Approach; Familiarity with Records Management Services  2.Phase-In Plan				
	2.Phase-In Plan				

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	A. Transfer of Operation				
	B. Timeline				
	3.COOP Plan				
	4.Quality Control Plan				
	5. Safety Plan				
	Section B – Management Plan				
	1. Overall Plan				
	2.Staffing Plan				
	3.Strike Contingency Plan**				
	4.Subcontracting Plan**				
	Section C - Section 508 Compliance				
III	Present and Past Performance Information and Representations and Certifications	1 Original + 7 copies 1 Original	1	No Limit	30 September, 2004, 3:00 P. M. EST.
I V	Cost/Price Proposal SF 33	1 Original + 2 copies	1	No Limit	15 November 2004, 3:00 P.M. EST.

#### THE GOVERNMENT'S MOST EFFICIENT ORGANIZATION (MEO) PROPOSAL:

The Government does not need to include in its proposal a Strike Contingency Plan, Sub-contracting Plan, Representations and Certifications, Present and Past Performance and an SF-33.

Volume Number	Volume Title	Number of Copies	Digital Copies	Maximum # of Pages	Proposal Due Date
I	Executive Summary	1 Original + 7 copies	1	10	15 November 2004, 3:00 P.M. EST.
II	Section A - Technical Proposal with Compliance Matrix Technical Approach	1 Original + 7 copies	1	200	15 November 2004, 3:00 P.M. EST.

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III	1. Overall Understanding and Approach; Familiarity with Records Management Services 2. Phase-In Plan A. Transfer of Operation B. Timeline 3. COOP Plan 4. Quality Control Plan 5. Safety Plan Section B — Management Plan 1. Overall Plan 2. Staffing Plan Section C — Section 508 Compliance				
	Cost/Price Proposal	1 Original + 2 copies	1	Not limited The MEO's cost proposal will be	15 November 2004, 3:00 P.M. EST.
I V				prepared using COMPARE Version 2.0 software.	

(1) **EXECUTIVE SUMMARY (Volume I)** The Executive Summary shall provide a synopsis of the SP's proposal, highlighting salient features and strengths. The Executive Summary shall contain the SP's overall understanding of the IRS Files Activities requirement, an introduction of the SP, any teamed subcontractors, the management team that will manage this effort, a discussion of the SPs proposed approach to accomplishment of the requirements, and a statement of corporate commitment.

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#### (2) TECHNICAL PROPOSAL (Volume II Section 1)

The technical proposal may not be classified and shall include the Compliance Matrix per Section L.18. The following sections are to be included in the order indicated:

#### Sub factor 1 - Technical Approach

Section I. <u>Overall Understanding and Approach:</u> The SP shall describe in detail its understanding and approach to accomplish the requirements set forth in Section C. This shall include at a minimum the SP's methods for measuring and ensuring the quality of deliverables, improving employee performance, quantity and quality of training, and understanding of concepts of records management services and public service.

#### Sub factor 2 – Phase-In Plan.

The SP shall describe, in detail, how the start-up and phase-in will be managed for this contract. The Government's intent is to phase-in six (6) months, after award of this contract, without any degradation of service. The Government is committed to providing the current Files Activities for the 6 month phase-in. Phase-In in less than six (6) months will not be considered advantageous to the Government for evaluation purposes.

#### Section I. Transfer of Operations.

The SP shall explain, in complete detail, what actions will take place to allow changeover of operations from IRS Files Activities to the SP. The transfer must be accomplished without any degradation to timely workload processing, response to customer inquiries, receipt of incoming mail, files services, and retirement of files. The SP shall describe the level of IRS involvement required to support the phase-in (e.g., management support, 100% continuation of operational tasks per Section C).

#### Section II. Timeline.

The SP's phase-in shall include a timeline to include start and completion of each event, e.g., interviewing, hiring, human resource actions, training, environmental issues, security clearances and start work dates.

Sub factor 3 – Continuity of Operations Plan (COOP).

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The SP shall submit the Continuity of Operations Plan (COOP), as required in Section C of this solicitation. The COOP shall describe, in detail, the actions to be taken in contingency situations including as a minimum, the delineation of responsibilities between Government and SP, the coordination to take place between the Government and the SP for timely workload processing, response to customer inquiries, receipt of incoming mail, files services, and retirement of files under contingency circumstances, and the specific timeframes required for establishing these capabilities. The COOP shall delineate the processes and procedures that the SP shall use during disaster recovery efforts, compliance with scheduled outages, business continuity exercises and to protect SP and Government personnel and work and property. Upon contract award the SP shall merge their COOP with each file location business continuity plan. The SP shall demonstrate how the SP will transition to the existing Files Activities COOP.

Sub factor 4 - Quality Control Plan (QCP).

The SP shall submit a QCP for measuring and attaining quality of performance under this contract. The SP's QCP shall explain the manner in which the SP shall ensure all contract requirements are being accomplished in accordance with the contract. A sustaining focus throughout the QCP shall be the attainment of continuous quality improvement.

Sub factor 5 - Safety Plan.

The SP shall develop and provide a Safety Plan that will be followed during contract execution. The safety plan shall delineate the processes and procedures that the SP shall use to prevent accidents and preserve the life and health of SP and Government personnel and the public, and that protects SP and Government work and property. The SP shall implement a safety program based on the safety plan at the completion of the Phase-In Period. The SP's safety program shall fully comply with the provisions of the Internal Revenue Service, IRM 1.14.5 and OSHA regulations and directives. In cases where there is a conflict in standards, the stricter standard requirement shall apply.

MANAGEMENT PLAN (Volume II Section 2)

Sub factor - 1 Overall Plan

The SP shall provide a detailed management plan which will incorporate the requirements of Section C, 1.3.8.1 and this paragraph that shall be followed during contract execution. The SP's management plan shall include the proposed lines of responsibility, authority, and communication through which the Files

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Activities requirement and Government directed tasks will be managed, and the procedure to be taken to ensure quality control and cost control. The SP shall provide an overview of the company, its capabilities, management structure, locations, as well as any other information that will highlight the SP's strengths and capabilities to perform this effort. The SP shall define the proposed organizational structure (including its chain of command, delegations of authority, and sub SP management plan, as it relates to the execution of the work required in Section C for the project and contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface with both the SP's corporate structure and with the Files Activities command structure. Additionally, the SP shall specifically define its proposed supervisory structure, corporate oversight of contract and corporate involvement in on-site performance. The SP shall propose policies, and procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems/risks.

#### Sub factor 2 - Staffing Plan.

In terms of the staffing portion of the plan, the SP shall clearly demonstrate an ability to staff the non-key personnel portion of the contract with personnel who meet the minimum personnel qualifications, C.1.3.7 both initially and over the life of the contract. SP shall also clearly demonstrate how personnel turnover of both key and non-key personnel shall be minimized to ensure timely delivery of the services described in Section C. SPs are cautioned that the primary preference for staffing non-key personnel at time of contract award is with current federal employees (FAR 52.207-3) or contingent hires versus reliance on recruiting new hires. New hires shall not be proposed. A new hire is defined as a specified or unspecified individual to fill an empty billet who is neither identified as a current employee of the SP (or proposed sub SP) nor as a contingency hire. A contingency hire is defined as an individual who has signed a letter of intent to work in the event the contract is awarded to the SP. (Résumés shall not be submitted on personnel). Also the plan must describe the SP's proposed recruiting/hiring program for staffing the contract with qualified personnel over the life of the contract, with examples of previous successful recruiting/staffing efforts on contract(s) of similar magnitude.

Key Personnel submitted by the SP shall at a minimum meet, or exceed, the experience required by the labor category qualifications in Section C.1.3.1.2.1, C.1.3.1.2.2 and H.14 (Key Personnel Clause). The SP shall provide with their proposal a letter of intent for ALL key personnel and individuals currently not employed by the SP or Sub-SP's or those positions intended to be filled by current Government employees. The letter of intent is a letter from the SP to an individual, offering that individual employment under this contract, and that individual's

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acceptance of that offer. The letter of intent shall contain at a minimum, hours of work required per day, and the overall period of performance. The letter of intent is not required of the MEO.

The Staffing Plan shall contain one page (maximum) introductory summary on key personnel including their full time availability. All key personnel must be available as required in Section C. (Available means available to work, if and when ordered. Full-time means a regular labor-year, the definition of which in terms of precise hours will vary from company to company. Full-time does not apply to categories whose total hours in Section C are clearly less than a full-time person, however, such persons must at all times be available if and when ordered.)

Key Personnel Labor: Program Manager

On-Site Manager(s)

Personnel submitted by the SP shall meet or exceed the personnel qualifications set forth in Section C.1.3.7, C.1.3.1.2.1 and C.1.3.1.2.2. A person shall not be proposed for more than one labor category.

**Sub factor 3** – Strike Contingency Plan.

Not applicable to the Government MEO.

The SP shall submit a Strike Contingency Plan that demonstrates impacts on Government operations or the SP's ability to perform work associated with the contract. The plan shall include the description of the procedures that will be used to provide continual service without interruption to the customer.

**Sub factor 4** - Subcontracting Plans.

Not applicable to the Government MEO.

The subcontracting requirement applies only to large businesses, in accordance with FAR 52.219-9 Small Business Subcontracting Plan, Alternate II (Oct 2001). It requires that each large business SP shall provide a small business subcontracting plan that is acceptable to the Contracting Officer as part of its proposal. Subcontracting Plans that do not address all items listed therein, are not acceptable.

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SPs shall submit subcontracting plans that have both percentage and dollar goals for subcontracting with small business, veteran-owned small business, and service-disabled veteran owned small business, HUBZone small business, small disadvantaged businesses and women-owned small business concerns. See Section M Small Business Subcontracting Evaluation Criteria and Section J-3 Department of the Treasury Small, HUBZone, Small, Small Disadvantaged, Women-Owned Small, Veteran Owned Small, Service Disabled Veteran Owned Small Business Concerns & NISH Organizations Subcontracting Plan Outline.

#### (3) SECTION 508 COMPLIANCE PLAN (Volume II Section III)

Evaluation of the compliance plan will be based on the extent it meets or exceeds the provisions in Section H, H.20, Section 508 Requirements. The plan shall also demonstrate an approach for remaining compliant with the Section 508 requirements throughout the contract performance period if new or additional Electronic Information Technology products or services are used for contract performance. For products that are proposed by the SP that do not fully conform with the provisions of CFR 1194 Part B and C, the SP shall document the unmet provisions and plan for and assist the IRS in developing alternative access.

# L.5 PRESENT AND PAST PERFORMANCE INFORMATION AND REPRESENTATIONS AND CERTIFICATION (Volume III)

Not applicable to the Government MEO.

(1) To assist the Government in reducing the evaluation period, the SP shall submit to the Contracting Officer its present and past performance information and Representation and Certifications no later than 3:00 P. M. local time on September 30, 2004. Questions or clarifications concerning Present and Past Performance Information and Representations and Certification must be received by no later than 3:00 pm, August 30, 2004. Only questions and clarifications submitted in writing by the designated time to the Contracting Officer will receive a definite response. The Government will answer questions or clarifications received after this date and time on a best-effort basis. Questions or clarifications may be submitted via e-mail to the Contracting Officer at awss.fileact@irs.gov or Facsimile No. (202) 283-1290 to the attention of Charles J. Conrad. The receipt of present and past performance information is subject to FAR 52.215-1(c) (3) (i) Late Proposals and Revisions. The SP shall submit the rest of its initial proposal no later than the solicitation closing date and time.

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- (2) The SP shall describe its present and past performance on directly related or similar Federal, agencies of the State and Local Government, private contracts and subcontracts and commercial customers that it has held within the last 6 years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. The SP shall clearly identify whether the work (present/past performance) by the SP was done as a <a href="Prime SP">Prime SP</a> or a <a href="Sub SP">Sub SP</a>. SPs who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.
- (3) The SP shall submit the last most relevant FIVE contracts completed and another FIVE most relevant contracts currently in process (if appropriate, provide only the present/past performance of the division/affiliate/subsidiary of the SP that will actually perform the work). Fill out Present and Past Performance worksheet (Section J-4) for each of the TEN contracts listed. If a SP does not have sufficient experience to list the required contracts, the SP may include as part of the list, contracts of any sub SP that the SP will use in performance of this contract, and, if the SP is a combination of firms (for example, a partnership or joint venture), contracts of any companies that make up the SP. Present and past performance of "key personnel" may also be considered.
- (4) SP must ensure that for EACH present and past performance contract reference included in the present and past performance proposal volume, a completed present and past performance survey (Section J-4) is returned to the Contracting Officer no later than the due date listed in L.4 table. The complete present and past performance survey shall be submitted directly from the reference to the Contracting Officer; however, it is the SP's responsibility to assure their references provide surveys on time to the Contracting Officer.

#### L.6 COST/PRICE PROPOSAL (Volume IV)

#### COST/PRICE PROPOSAL

Each hard copy of the offeror's price proposal shall be in a loose-leaf, 3 ring binder. One original and two hard copies of the price proposal shall be provided along with three copies on 3 ½" floppy disks or CD-ROM disks in Microsoft Excel (1997 version or higher), or Microsoft Word for the text portions of the price proposal. The Government shall also include the price estimate electronically prepared in the most current COMPARE software version as of the proposal submission date. The MEO shall provide one original and two hardcopies of their price proposal. The MEO shall provide any supplemental pricing data in Microsoft

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Excel (1997 version or higher) or Microsoft Word for the text portions of the price proposal. Some costs are calculated outside of the COMPARE software and manually entered into the program. To the extent that these costs (e.g., overtime and other labor premium costs, minor items, travel, and subcontracts) are proposed, additional spreadsheets shall be prepared to comply with the instructions below and submitted with the MEO's price proposal.

The MEO shall submit a copy of its certified Standard Competition Form (SCF) and also the password to access its electronic COMPARE files.

#### 1. General

These instructions are intended to assist in submitting information other than cost or pricing data that is required to substantiate price reasonableness and cost realism of the offeror's proposed price. Certified cost or pricing data is not required but in accordance with FAR 15.403-3, Requiring Information Other Than Cost or Pricing Data, the Contracting Officer may request additional information other than what is provided in the cost proposal. The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants. Any inconsistency, whether real or apparent, between promised performance and estimated cost should be explained in the proposal. Any significant inconsistency raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to the reasonableness and the realism of proposed costs and prices rests with the offeror.

#### 2. Pricing Information

The cost proposal shall contain a detailed breakdown of all costs and a complete and traceable description of all costs. Supporting schedules must fully identify the costs that comprise the individual CLIN prices. The individual cost elements must be clearly traceable to the individual CLIN prices. A detailed description of the basis of the costs shall be described and supporting data for the proposed costs provided and/or described as appropriate to support price reasonableness and cost realism. Sufficient information should be provided in an offeror's price proposal to allow comparison to an offeror's technical proposal to assist in substantiating cost realism. The cost proposal shall include subtotals and totals for costs within a contract period when applicable and for each contract

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period. Completed Section B, Supplies or Services and Prices/Costs, shall be included in the cost proposal. In addition to including completed Section B tables, schedules shall be included containing the below described information. These schedules are required of all offerors including the MEO. Additional cost schedules should be provided as necessary and as determined by the offeror to meet the pricing requirements described in these pricing notes and to provide the necessary information and support for the offeror's cost proposal. A detailed breakdown and description of the Phase-in costs shall be provided separately and shall not be included in the four schedules described below.

A schedule of FTEs by labor category for each Files Activity location for the base year and each option year. The schedule should contain a summary of total monthly labor hours and total annual labor hours for each labor category and total associated FTEs for each labor category. Labor hours and FTEs should be subtotaled by individual Files Activity location (site) and grand totals should be provided for each individual contract period. The direct labor hours used to compute an individual FTE should be identified. Specific Files Activity requirements are not to be addressed on this schedule.

A schedule of summary labor hours by month and year for each PWS Files Activity requirement for each individual Files Activity location. Hours should be at a sub-activity level in accordance with the requirements of the PWS. Hours should be subtotaled with grand totals.

A schedule of labor rates for each Files Activity location broken down by labor category, base unloaded labor rate, and each individual loading factor including profit/fee if profit/fee is included in the labor rates and is not applied to total labor cost or total cost. Individual fringe benefits required by the Department of Labor Wage Determinations for each proposed Service Contract Act (SCA) labor rate shall be identified for verification by the Government of compliance with the SCA and Department of Labor Wage Determinations. Total fully loaded labor rates should also be identified in the schedule. Proposed SCA labor rates shall be identified to the Wage Determination labor categories that the proposed SCA labor rates are based on.

A detailed cost schedule/s shall be provided for each individual Files Activity location (eight total locations) for the base period and each contract year. The schedule should contain summarized costs by specific PWS File Activity requirement level (CLIN level), i.e., PWS paragraph 5.1 Work management and Control, PWS paragraph 5.2 Responding to Customer Inquiries, paragraph 5.3 Reporting Requirements, paragraph 5.4 Receipt of Incoming Mail, etc. Costs at

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the individual sub-activity level do not have to be addressed. The monthly cost and total yearly cost for each requirement should be identified. The schedule should contain labor hours, labor rate, and labor cost for each labor category and other costs by individual type such as, equipment cost, material/supplies cost, any applicable loading costs separately identified, other costs properly identified, and profit. Various types of labor cost should be separately identified such as direct from indirect, shift differential, etc. The extent of additional data/costs included in this schedule/s beyond that described is deferred to the offeror.

#### 3. Instructions for Individual Cost Elements

The supporting data submitted must be the data used by the offeror for pricing and that firmly and fully supports price reasonableness and cost realism of the offeror's proposed costs and prices. Most of the supporting data referenced below is mutually exclusive depending on how proposed costs are derived by the offeror. The referenced supporting data are some of the most common examples and are not all inclusive. Any of the below instructions that directly conflict with the requirements of OMB Circular A-76 are to be ignored by the MEO.

#### Labor Rates

The base unloaded labor rate and each individual loading factor should be separately identified. Provide supporting rationale and methodology used for labor rate development. For non-Service Contract Act (SCA) labor rates, attach supporting data for the labor rates. Include documentation from DCAA or other cognizant Government audit office if proposed labor rates are approved forward pricing rates. Alternatively, if documentation is not available, provide the name of the audit office, contact person, and telephone number for verification of the labor rates. Provide copies of payroll records, acceptance letters with agreed-to salaries for contingent hires, historical labor rate data, or other supporting data as appropriate. Address any uncompensated overtime that may be included in the labor rates. A narrative justification of the reasonableness and realism of labor rates should be provided if necessary.

Employees may be exempt from the SCA if they are employed in a bona fide executive, administrative, or professional capacity as those terms are defined in 29 C.F.R. Part 541 and FAR 22.1001. Offerors shall identify whether each staffing position is exempt or non-exempt and the level and title of the labor category for non-exempt categories. Even though the MEO in-house personnel are not subject to the Service Contract Act, its personnel are subject to the Fair

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Labor Standards Act which provides for similar labor classifications of exempt and non-exempt employees and escalation.

Do not escalate or provide any contingencies for those labor classifications that are subject to the SCA per FAR 52.222-41. See FAR 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Options Contracts) for allowances and adjustments to the SCA labor rates. Identify in your cost proposal which labor classifications will fall under the SCA. Only escalate the exempt rates for the option years. The General schedule (GS) salary table is in effect for the calendar year while the Federal Wage System (FWS) pay table is effective for twelve months beginning in any month of the year. Inflation factors are to be applied on the anniversary date of the Wage Determination in question. While for GS employees this means that the inflation factors are applied in January of each year (because GS pay schedules are adjusted in January; for FWS employees the inflation factors are applied on the anniversary of the FWS Wage Determination).

Because this procurement is for services, it is subject to the Service Contract Act of 1965 (SCA), 41 U.S.C. 351-358 (2001). Pursuant to this Act and the implementing provisions of the Federal Acquisition Regulation (FAR), the Contracting Officer has notified the Department of Labor (DOL) of the agency's intent to award a service contract and of the list of all the classes of workers the SP is expected to employ. Based upon this information DOL on-line subscriber wage determinations have been be added to this RFP as Section J attachments. Employees may be exempt from the SCA if they are employed in a bona fide executive, administrative, or professional capacity as those terms are defined in 29 C.F.R. Part 541 and FAR 22.1001.

Burden and Indirect Rates (Not Required of MEO)

Provide a table identifying all proposed burden and indirect rates and associated cost centers. Identify the fiscal year-end date. If the rates are blended rates, also show the proposed rates by offeror fiscal year. If available, provide supporting documentation from the cognizant Government audit agency if the rates are approved forward pricing rates, or from the Administrative Contracting Officer if appropriate. Identify the cognizant Government audit office, the name of a contact if known, and telephone number. Otherwise, provide supporting rationale and methodology used for indirect rate development. Provide historical rates for the most recently completed two fiscal years. Provide budgetary data if budgetary data was used in computing the rates. Show the composition of each burden and indirect expense pool proposed. List the elements of each pool, amount of each

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element, base, rate and include any other supporting data which supports the computation of the rates and the realism of the rates. Identify the bases that the indirect rates are applied to. Offerors <u>must</u> support the realism of newly formulated burden and indirect rates.

#### Subcontractors and Consultants

Include a listing of subcontractors. The proposal shall include subcontract cost data in the same level of detail as required for the offeror. Subcontracting costs shall be supported. In accordance with the Federal Acquisition Regulation (FAR) Part 15, it is the responsibility of the prime contractor and higher-tier subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the government as part of the offeror's cost proposal. Include these analyses as part of your own price proposal submissions including data other than cost or pricing data submitted by subcontractors for dollar amounts that meet the dollar threshold as described in FAR Part 15.404-3. Subcontractors not willing to submit data to the prime contractor may submit this data directly to the Government, or the data may be submitted to the prime contractor in a sealed envelope to forward to the Government. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions priced on the basis of adequate price competition. If applicable, provide a detailed listing of consultants and rationale for selection. Identify the corresponding labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rates for consultants.

#### (d) Equipment and Materials

Provide a consolidated priced summary of individual quantities proposed and the basis for pricing (vendor quotes, invoice prices, purchase order, etc.). For all items proposed, identify the item and show the source, quantity, and price. A detail description of the basis of pricing and the determination of reasonableness should be provided. For those items based on competition, provide data showing the degree of competition and the basis of selection. For other items, provide the basis for establishing the source and reasonableness of price.

All Other Costs

### Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Identify the type, quantities, prices and amount of all other costs not identified above. Provide data showing the basis for establishing source and reasonableness of price. Provide a summary of your cost or price analysis.

#### (e) Escalation

Address all escalation rates used to prepare the price proposal broken out by year and functional category. Explain how the escalation was applied or calculated.

#### (f) Travel Costs

Anticipated travel costs for the base year and each option year shall be prepared by complying with Section B.5, Travel Costs of the solicitation.

#### 5. Government-Furnished Property

#### **Facilities**

Government-Furnished Property (Facilities) shall be provided to all Service Providers (SP) (MEO and Private Sector Offerors) on a mandatory and optional use basis. Two sites will require mandatory use for contract performance and which are Austin and Fresno. Cost shall not be proposed for mandatory and non-mandatory government facilities. If the SP does not accept the non-mandatory GFF then the SP shall provide their facilities and facility costs along with a cost out of proposed facilities. Utilities will be provided for all government furnished facilities.

Offerors are referred to Section 3, Government-Furnished Property and Services, of Section C for complete information on Government-furnished property and services.

#### 6. FAR 9.1 Responsible Prospective SPs

For financial capability determination, the offeror shall submit as part of its cost proposal, its certified financial statements for the two prior fiscal years and the current year-to-date statements. If the offeror is a partnership or joint venture, each of the companies that make-up the offeror shall submit its certified financial statements for the two prior fiscal years and the current year-to-date statements.

## Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

The financial statements shall include, as a minimum, Balance Sheet, Income Statement, Statement of Cash Flows, and related explanatory notes. If the offeror does not have certified financial statements, compiled or reviewed statements shall be submitted. Additionally, each offeror shall provide sources of capital, e.g., lines of credit, corporate capital infusion etc. Detail information should be submitted on lines of credit to include the name of the financial institution, total amount, amount outstanding, and name and telephone number of a contact at the financial institution.

- (7). The SP's cost proposal shall consist of a signed SF33, and any other fill-in clauses and provisions and the SP's cost proposal. The MEO is not required to complete the SF 33. The SP shall complete the required SF-33 section to include adding the SP's DUNS number in block 15A.
- (8) Common costs include Government Furnished Property (GFP) in Section C.3.1, joint inventories in Section.3.2.1.2.2 and security clearances in Section C.1.3.7.3.

#### L.7 INQUIRIES/QUESTIONS REGARDING THIS SOLICITATION

Inquiries concerning the solicitation requirements shall be in writing and shall be received by the Contracting Officer at the location noted in block 7 of the Standard Form 33, "Solicitation, Offer and Award," on or before 3:00 P. M. local time September 16, 2004. Questions shall be e-mailed to <a href="mailto:awss.fileact@irs.gov">awss.fileact@irs.gov</a>. The Government may not consider questions after this date.

#### L.8 TECHNICAL LIBRARY

A technical Library is available until the proposal due date for SPs to view data that was not distributed with the solicitation. The Technical Library is available for examination on IRS web site <a href="www.irs.gov">www.irs.gov</a>. Technical library publications and materials that are not available on the web site can be viewed on site by contacting the point of contact listed below. Due to security and sensitivity of some of the on-site publications and materials potential SPs shall be required to sign a non-disclosure form. Non-disclosure forms will be made available by the contact listed below. In addition, reproduction or removal of security documents, publications, policies, procedures or rules from the site location are prohibited.

Contact: (Debra Salamanca, Post Processing Operations, Andover Submission Processing Center, 310 Lowell Street, Andover, MA 01812 at (978) 474-5550

### Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Monday through Friday, between the hours of 9:00 AM and 3:00 PM EST. (Technical Library contact and location will be designated by amendment to this solicitation)

SPs are cautioned that all questions concerning this RFP shall be directed in writing in accordance with L.7 above. The Technical Library Government representative is only in place to provide access to documents and publications not listed on the Technical Library IRS web site. SP's shall not direct any questions pertaining to this RFP to the Technical Library Representative.

#### L.9 PRE-PROPOSAL CONFERENCE AND INDUSTRY DAY

(a) A pre-proposal conference for all prospective SPs is tentatively scheduled for September 21 and 23 at in Ogden, UT and Andover, MA respectively. The exact time and site location will be provided in the near future by amendment to this solicitation.

All prospective SPs are urged to attend this conference. To make the conference as productive as possible, SPs are requested to submit questions pertaining to this procurement in writing or by email to <a href="mailto:awss.fileact@irs.gov">awss.fileact@irs.gov</a>. Questions must be submitted to:

Mr. Charles J. Conrad
IRS Procurement (O:S:A: P: CSA)
Constellation Center
6009 Oxon Hill Road
Oxon Hill, MD 20745

by 3:00 P. M. local time September 16, 2004.

(b) Failure of a prospective SP to submit questions or to attend the conference will be construed to mean the SP fully understands all the requirements of the

## Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

solicitation. In no event will failure to attend the pre-proposal conference constitute grounds for a claim after award of the contract.

- (c) Remarks and explanations made at this conference shall not qualify the terms and conditions of the solicitation, nor are they to be construed as changes to the solicitation or specifications. Changes to the terms and conditions, if any, shall be made in the form of a formal written amendment to the solicitation. Questions and answers from the conference will be provided to all potential SPs for informational purposes only and shall be posted to IRS web site <a href="www.irs.gov">www.irs.gov</a>.
- (d) In accordance with the IRS web site posting of August 16, 2004, SPs shall register at email address awss.fileact@irs.gov by August 31, 2004 with the full name(s), social security number, and organization of the SP's representative(s) who will attend the conference. Due to security reasons potential SPs and the MEO shall be limited to two representatives per organization. The SP representatives upon arrival at the site shall possess a current and valid photo identification or shall be denied access. Any SP representatives showing up without the proper notification listed above shall be denied access for the conference/industry day due to security reasons. No computer equipment or camera equipment is authorized. Registration is required due to the limited conference room capacity of the facilities. The current facilities conference room will house approximately 60 participants. Early registration will assist the Government in determining the size of the audience, actual number of days required and notification to the SP on which day the SP shall attend if the audience is greater than 60. If the audience is less than 60, the Pre-proposal Conference/Industry Day will be condensed to one day September 21, 2004. SP representatives shall be notified in advance.

#### L.10 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>Firm Fixed Price (FFP)</u> contract resulting from this solicitation.

# L.11 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Offeror and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and

### Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

found the prospective Offeror and subcontractors to be in compliance with Executive Order 11246.

#### L.12 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. John H. Dorsey IRS Procurement Constellation Center 6009 Oxon Hill Road Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.13 FAR 52.237- SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

# L.14 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) (IAW FAR 52.107(e))

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

### Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (End of Provision)

#### L.15 DTAR 1052.219-71 SUBCONTRACTING PLAN (MAR 2002) (IAW DTAR 1019.708-70(b))

Not applicable to the Government MEO.

As part of its initial proposal, each large business shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section J of this solicitation is optional; however, plans must contain all elements included in the outline.

(End of Provision)

# L.16 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The SP is cautioned that the listed provisions may include blocks that must be completed by the SP and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the SP may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of FAR clauses may be accessed electronically at <a href="https://farsite.hill.af.mil">www.acqnet.gov</a> or <a href="https://farsite.hill.af.mil">https://farsite.hill.af.mil</a>.

#### L.17 Competitive Range

- (a) The Government intends to award without discussions.
- (b) Should a competitive range determination be deemed necessary and subsequently made, each SP remaining in the competitive range shall receive decision letters or evaluation notices (ENs) and will be scheduled for either written or oral discussions. After discussions are held, revised proposals will be requested.

#### L.18 Compliance Matrix.

## Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Each hard copy of the SP's technical and cost proposal shall contain the following compliance matrix with the column "INDEX TO PROPOSAL" completed by inserting the identification of the location in the SP's proposal as to where the SP has addressed the associated solicitation requirement. The compliance matrix shall not count in the total page count of the Technical Proposal.

## Section L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

ATTACHMENT "A" COMPLIANCE MATRIX

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART 1 – Section B and C PART IV - Section L and M	B, C- 1.3.2, L.4, and M.3	The SP shall develop comprehensive procedures for phasing in SP performance to the level prescribed and within the time allowed under the terms of this Contract.	
		The SP shall describe, in detail, how the start-up and phase-in will be managed for this contract.	
PART I – Section C PART IV - Section L and M	C- 1.3.1.2, L.4 and M.3	The SP shall perform continual Project Management. The SP shall provide an overall Program Manager and provide a Site Manager at each Files Activity location during hours of operation as defined in this section of the Contract.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C and Sect E PART IV - Section L and M	C-1.3.6, E.4-E.6, L.4, L15, and M.3	Files Activity workload data is provided in TE 5-001. This workload data is based on historical data, where available, or estimates of workload. This workload is provided to assist offerors in proposal preparation, and shall not be a limiting factor on the SP's obligation to perform all services described in this Contract to the required performance standards. The SP shall be held to the same performance standards and requirements regardless of whether workload increases or decreases. In addition, the Government anticipates that workload may be distributed over the sites differently than in the provided workload data.	
PART I - Section C, H, PART IV – Section L and M	C-1.3.7, C-1.5.4, H.7, H.14, L.4, and M.3	Personnel: The SP shall employ and maintain personnel and key personnel positions who have knowledge of Governmental requirements, forms, publications, policies, and regulations.  All SP employees shall successfully complete an MBI for a position of public trust.  The SP shall ensure that employees attend required security briefings.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I - Section	C-1.3.8,	The SP shall submit a:	
C, F, H	TE 1- 003,	Management Plan,	
PART III - Section J	F.6.2- F.6.5, H.12, J.3, L.4, and	Strike Contingency Plan	
PART IV – Section L and M		Continuity of Operation Plan	
Coolon E and W	M.3	Subcontracting Plan	
		The SP shall submit the above plans with their proposal. The final plans, incorporating any changes based upon the phase-in period, shall be submitted to the CO 10 business days prior to the completion of the phase-in period and within five days after changes occur.	
PART I – Section C and F PART IV – Section L and M	C-1.4.2, F.6.7, L.4, and M.3	The SP shall be responsible for the quality of products and services provided under this contract, to include those products and services provided by subcontract.	
		The SP shall develop and implement an effective, proactive Quality Control Plan for measuring and attaining quality of performance under this Contract.	
		The SP shall submit a Quality Control Plan describing the Quality Control Program as part of the proposal. The final Quality Control Plan, incorporating any changes based upon the phase-in period, shall be submitted to the CO for concurrence 10 workdays prior to completion of the phase-in period and within 5 workdays after changes occur	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C, F, and H	C-1.5, C- 1.5.1, C- 1.5.2, F.6.8, and H.18	The SP shall comply with all applicable Federal, State, and local laws and regulations while engaged in the performance of this contract.	
		The SP shall develop and submit a Safety Plan with their proposal, within 10 business days prior to completion of the phase-in period (incorporating changes from the phase-in), and NLT 30 calendar days prior to effective date of changes.	
		The SP shall be responsible for maintaining satisfactory standards of employee competency conduct appearance and integrity and shall be responsible for taking such disciplinary actions with respect to his employees as may be necessary.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C and F	C-3.1, C- 3.2.1.2.2, C- 3.2.1.2.5, C- 3.2.1.3.1, C- 3.2.1.3.2,	The SP shall conduct a 100% joint inventory at least 10 calendar days before the completion of the phase-in period IAW the Information Technology Asset Management System (ITAMS).	
	F.6.9,and F.6.10	The Service Provider shall submit a detailed final Government Property Inventory Report to the COTR within 15 calendar days after completion of the phase-in period.	
		The SP shall establish and maintain records of all GFP. The records shall be maintained IAW the functional guidance for the automated system in use manually IAW instructions contained in ITAMS.	
		The SP shall conduct an annual physical inventory of all GFP.	
		The SP shall not use GFE for any other purpose than execution of work under this Contract.	
PART I -Section C and H	C-3.6 and H.19	The Government shall furnish utilities as currently installed in GFF. All facilities do not receive the same utility services. The SP shall not change or modify any utility system or component without prior review by and written approval from the DGR and CO.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C and H	C-4.1 and H.16	The SP shall furnish all property, equipment, materials, or services necessary to perform this Contract that are not specifically identified as Government-Furnished in Section C-3 or elsewhere in this Contract.	
PART I – Section C and H	C-5.1.4, H.1, H.4, H.5, and H.7	The SP shall at no time access or use taxpayer information and data for unauthorized reasons or release such information and data to unauthorized personnel. All disclosure shall be in accordance with the listing in Internal Revenue Code (IRC) 6103(e) (Disclosure to Persons Having Material Interest) and IRM 11.3.24 (Disclosure of Official Information, Disclosure to Contractors). SP employees shall be subject to the Taxpayer Browsing Protection Act of 1997.  The SP shall maintain safeguards against the unauthorized disclosure of information and ensure that background checks have been made for all employees.  The SP shall implement a system of records on individuals as specified in H.22 and H.23.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C	C-5.1.6	Unless otherwise approved by the CO and appropriate IRS IT organizational component, the SP shall use existing IRS systems or subsequent replacement systems for the performance of Files Activity functions.	
PART I – Section C	C-5.2	Responding to Customer Inquiries. The SP shall accurately respond to customer inquiries received via telephone, Teletypewriter (TTY), and e-mail. The SP shall meet all performance standards listed in the Performance Requirements Summary (PRS).	
PART I - Section C	C-5.4	Receipt of Incoming Mail. The SP shall receive incoming mail from the IRS mail function. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.5	Initial File Receipt. The SP shall receive and verify blocks of returns, documents, re-processed returns and documents, and re-inputted returns and documents. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.6	Files Services. The SP shall perform filing, fill general file requests, perform refiling, and sort and sequence work going to NARA. The SP shall meet all performance standards listed in the PRS.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I - Section C	C-5.7	Specific File Requests. The SP shall process specific types of file requests, including AIMS, remittance searches, and research of electronic media. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.8	Other Files Services. The SP shall perform other files services such as filling CI system requests, processing undeliverables, and processing IDRS and unique associations. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.9	Retirement. The SP shall prepare documents for retirement. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.10	Preparation for Destruction. The SP shall prepare documents for destruction. The SP shall meet all performance standards listed in the PRS.	
PART I - Section C	C-5.11	CSED Program. The SP shall receive and process CSED requests. The SP shall meet all performance standards listed in the PRS.	
PART I – Section C and F	C-6 and F.6.6	The SP is obligated to comply with the guidance contained in these publications in the establishment and operation of Files Activity processes.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section C and F	C- 1.2.3.4, C-1.4.3, TE 1- 003, F.6.1- F.6.10	Reports and Deliverables. The SP shall provide all reports and deliverables in accordance with the time schedules for each files activity location listed within the PWS. The SP shall maintain records of all reports and the data used to develop those reports as required in PWS TE 1-003, Reports and Deliverables List. Reports and deliverables must be Section 508 compliant	
PART I – Section H	H.21 and M.4	The SP system shall support access by persons with disabilities as described in Section 508 of the Rehabilitation Act. The IRS will provide screen reader software, screen enlargement software, or other standard accessibility software required on the IRS user personal computers.	
PART I – Section H PART II – Section I	H.17 and I.2 (52.228- 5)	Reference FAR clause entitled "Insurance" the Offeror shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section H PART II – Section I	H.17 and I.2 (52.228- 5)	Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.	
PART I – Section H PART II – Section I	H.17 and I.2 (52.228- 5)	General Liability Insurance. Bodily injury liability insurance, in the minimum limit of \$500,000 per occurrence shall be required on the comprehensive form of policy.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART I – Section H PART II – Section I	H.17 and I.2 (52.228- 5)	Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required. This insurance shall cover the operation of automobiles by offeror employees and authorized government employees and third parties, except that coverage shall not be applicable to Government- owned vehicles operated solely by the Government.	
PART I - Section H PART IV – Section L and M	H.14, L.4, and M.3	The SP shall provide with its proposal a letter of intent for key personnel not currently employed by the SP or sub-SP or those positions intended to be filled by current Government employees.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART II – Section I	I.2 (Right of First Refusal of Employm ent, 52.207-3)	The Offeror shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.	
PART II – Section I	I.2 (Service Contract Act, 52.222- 41)	The Contracting Officer will request wage determinations for additional places of performance if asked to do so in writing.	
Part I – Section A PART IV - Section L	A and L.1 (52.204- 6)	The SP shall enter, in the block (15A) with its name and address on the cover page (SF 33) of its offer, the annotation "DUNS" followed by the DUNS number that identifies the SP's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART III – Section J PART IV – Section L and M	J.4, L.4, L.5, L.6, and M.5	To assist the Government in reducing the evaluation period, the SP shall submit to the Contracting Officer its present and past performance information and Representations and Certifications no later than 3:00 P. M. local time [insert date].	
		The receipt of present and past performance information is subject to FAR 52.215-1(c) (3) (i), Late Proposals and Revisions). Each hard copy of the SP's present and past performance information shall be in a loose-leaf binder.	
		The SP shall provide the digital copy on a 3 ½" floppy disk or CD-ROM disk in a Microsoft product.	
		The SP shall submit the rest of its initial proposal no later than the solicitation closing date and time.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART IV – Section L and M	L.4 and M.5	Identify areas of proposal risk in response to Part IV, paragraph M.5, and explain approach to minimize/manage/mitigate the impact of these risks on the success of the effort. Proposal risk identifies and evaluates the risks, weaknesses, and strengths of the SP's proposed approach for each of the Mission Capability factors and sub factors. Risk assessment includes any potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, as well as the likelihood of unsuccessful performance. Also, the Government will evaluate how the SP proposes to mitigate any identified risk.	
PART IV – Section L	L.6	SPs shall submit other than cost and pricing data adequate for to support reasonableness and realism of the proposed price.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART IV – Section L	L.6	The SP shall submit as part of its cost proposal its certified financial statements for the two prior fiscal years and the current year-to-date. If the SP is a combination of firms (for example, a partnership or joint venture), each of the companies that make up the SP shall submit its certified financial statements for the two prior fiscal years and the current year-to-date. The financial statements shall include a Balance Sheet, Income Statement, and Statement of Cash Flows with explanatory notes.  The SP shall provide sources of capital, e.g., letters of credit and corporate capital infusion.	
PART IV – Section L	L.6	Address all escalation rates used to prepare the price proposal broken out by year and functional	
PART I – Section H PART III – Section J PART IV - Section L and M	H.10, H.13, J.2, J.3, L.4, L.14, M.3	In accordance with FAR Part 19, FAR clause 52.219-9, each large business SP shall provide a small business subcontracting plan, specific to this contract that is acceptable to the Contracting Officer as part of its proposal. The SP shall provide the digital copy on a 3 ½" floppy disk or CD-ROM disk in a Microsoft product.	
PART IV - Section L	L.6	The SF 33 proposal shall consist of a signed SF 33 and any other fill-in clauses and provisions.	

SECTION	PARA- GRAPH	NARRATIVE	INDEX TO PROPOSAL
PART IV – Section L	L.6	Identify in your price proposal which labor classifications will fall under the SCA. Only escalate the exempt rates for the option years.	
		Material. Provide information showing the reasonableness of the material costs for each CLIN. Identify the major material items and quantities required and the proposed unit prices.	
		Subcontracting. Provide a breakdown of work to be performed by sub SPs by task, number of hours and cost.	